in consideration of The City Bank Limited ("the Bank") opening and/or continuing the Account in my/our name, I agree to comply with the terms and conditions and all other applicable laws, regulations, rules and the policies of the Bank as may be framed and notified from time to time. I hereby unequivocally and irrevocably agree and bind myself to bear and pay all the fees, charges and expenses that would be fixed and notified by the Bank from time to time relating to the Account and the Services. I shall also comply with the terms and conditions and all other applicable laws, regulations, rules and the policies of the Bank as may be framed and notified from time to time.

(ii) The operation and maintenance of the Accounts, Deposit Schemes, other Products, Banking Services and other electronic services offered by the Bank will be in accordance with the prevailing User Guidance and Terms and Conditions related to the Service available in the Bank's website at www.thecitybank.com or in other forms (including all such modifications, revisions, amendments and/or additions made by the Bank from time to time) and I hereby accept the same. In the event of any conflict, the prevailing Terms and Conditions related to the specific product shall prevail over these Terms and Conditions. I shall not be bound by the Bank's terms and conditions unless it is expressly stated herein.

(iii) I shall furnish all necessary document or documents as may be required and instructed by the Bank from time to time, failing which the Bank shall have the right to refuse opening the account and/or provide the facilities and services and/or and/or suspend the Services and/or cancel the Account and/or claim any fees and/or charges in relation thereto. I shall always keep the Bank duly and immediately informed of any changes in my address, contact details, Designated E-mail Address, Designated Mobile Number and/or other information as provided in the AOF or in such other documents provided subsequently related to the Account and Services.

(v) The Bank may use the services of any bank or agent in any location as the Bank may deem necessary and convenient in connection with any collection for my banking businesses and to render the facilities and services to me, and any bank or agent shall be deemed to be my agent and all charges that the Bank would incur in this connection will be deducted/debited from my account.

(vi) The Bank reserves the right to convert my Account into an account of similar nature or rename/brand the Account or services as may be deemed necessary and convenient by the Bank.

(vii) I shall make my Account on times and conditions at my bank, except in the case of low or moderate balances, at least as per the minimum average daily balance on account (hereinafter "Average Balance") as may be determined and notified by the Bank from time to time. The Bank may vary from time to time the interest rate applicable to deposits held in the Account, and such interest rate shall be applicable to any deposit made by me in the Account and any cases where the Bank may disallow withdrawals; if such instruction requires my confirmation before making payment and I remain served with a court order or other form of legal process requiring the Bank to freeze the Account or to freeze the account holder's name to on the Bank's record. The Bank will not accept for credit any amount that is not identical to my name to on the Bank's record. The Bank will not accept for credit any amount that is not identical to my name.

(viii) I acknowledge that electronic mails sent by the Bank are not encrypted and the use and transmission of information via electronic mail and/or the internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, Viruses, delay, interpretation, modification or amendment by unauthorized persons and as such Bank shall not be liable for any loss, damages or expenses that I may incur, including without limitation, any loss or damage caused to data or computer systems and/or corruption in connection with the Facilities unless they are caused solely and directly by gross negligence or willful default of Bank.

(ix) To the extent permitted by applicable laws, the Bank shall not be responsible or liable for any indirect, incidental, special or consequential damages (including loss of business interruption) or special or exemplary damages (incurred or suffered by me or any other person as a result of any modification, addition, deletion, defect, miscalculation, error, interruption or defect in connection with the Services or any part thereof).

2. Deposits, Withdrawals and Collection of Instruments

(a) For making payments of cheques, bills of exchange, promissory notes, standing orders, direct debit, issue outward remittance transactions and services in respect of such account. The Bank may also terminate the Account and/or claiming any fees or charges thereon.

(b) The Bank reserves the right to decline to accept any instruction or to act on any instructions relating to payment or withdrawal request if the signature does not match with the record of the Bank on subjective judgment/assessment basis of the Bank officials, if not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; if Bank has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the challenge or withdraw request or to affect a payment to any governmental body or agency or any court order or other form of legal process requiring the Bank to freeze the Account or to disallow withdrawals. If I disallow Withdrawal, I do hereby agree that the information on the instruction which the Bank may disallow withdrawals in any order of priority as may be determined by the Bank. Moreover, the Bank can use any amount as it deems just and reasonable for any unsuccessful debit instruction.

(c) I will withdraw all instructions that I have provided to withdraw funds from my Account. I will withdrawal all instruction for any withdrawal that I have made and/or withdrawn, including the amount; and/or the Bank may disallow withdrawals; if such instruction requires my confirmation before making payment and I remain served with a court order or other form of legal process requiring the Bank to freeze the Account or to freeze the account holder's name to on the Bank's record. The Bank will not accept for credit any amount that is not identical to my name.

(d) I authorize the Bank to act on signed instructions or documents drawn or accepted with the signing instructions given by me until such time as I shall give the bank written notice to the contrary.

(e) I acknowledge that electronic mails sent by the Bank are not encrypted and the use and transmission of information via electronic mail and/or the internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, Viruses, delay, interpretation, modification or amendment by unauthorized persons and as such Bank shall not be liable for any loss, damages or expenses that I may incur, including without limitation, any loss or damage caused to data or computer systems and/or corruption in connection with the Facilities unless they are caused solely and directly by gross negligence or willful default of Bank.

(v) I shall be solely responsible for the proper safe custody and control of my PIN and TIN and its related password and I will not disclose my PIN and TIN and its related password to any person or any agency, including without limitation the Bank, who is not a joint account holder, or to any representative of the Bank. Without prejudice to the other clauses of these terms and Conditions, I shall be solely responsible for the protection of my PIN and TIN and its related password. I will not disclose the Passwords with or without my knowledge or consent for whatever purpose. My information is identified by my PIN and TIN and its related password. Accordingly, the Bank shall be entitled to rely on any such instruction Should the Bank accept and act upon any instruction given by any person other than the account holder(s) and the person(s) specified in the instructions, who are my authorized representatives. I hereby agree to indemnify the Bank against any loss, damage, costs, (including legal Costs) or any demand incurred by the Bank as a result of, or in connection here with.

(f) I authorize the Bank to collect or place any cheque for encashment or make payment by use of ATM drawn upon my accounts or others through Bangladesh Automated Clearing House (BACH) and transfer fund(s) and/or any applicable transactions through Bangladesh Electronic Fund Transfer Network (BEFTN) and settle all such transactions as per BACPS and BEFTN Operating Rules and
Regulations and all other rules and regulations as may be framed, revised and/or amended by Bangladesh Bank and/or any regulations that may be made or issued by any authority of the Government of Bangladesh or any other competent authority in this regard. I hereby read and understood the said Rules and Regulations as published by Bangladesh Bank and agree to be bound by the same. I hereby further undertake to hold the Bank indemnified and harmless for all losses and damages that the Bank would suffer due any violation or breach of such Rules and Regulations from my end.

The Bank may in its absolute discretion issue me with a cheque book if a cheque book is issued. I understand that any cheque book is valid only for the purpose of and is rendered inoperative in case of any change in the bank’s branch or the addition of any other account. I hereby undertake to hold the Bank indemnified and harmless for all losses and damages that the Bank would suffer due any violation or breach of any such cheque book from my end. I also hereby undertake to hold the Bank indemnified and harmless for all losses and damages that the Bank would suffer due any violation or breach of any such cheque book from my end.

The depositor, as a Rabb-Al Mal, will receive profit as per agreed Investment Income Sharing Ratio (IISR). The bank will deduct account maintenance fee and any other related charges from the account (xx) In relation to any dealings to any of the above accounts, the bank shall not be liable for any loss resulting under the rules and conditions unless these terms and conditions otherwise expressly state to the contrary.

I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the bank’s branches in Bangladesh subject to the production of evidence of identity satisfactory to the bank.

The bank will not be responsible for any acts or omissions of the bank, in the performance or discharge of its duties under this agreement. In the absence of any such notice from me, I shall be deemed to have and agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.

I understand that all deposits envelops CDM will be opened in the presence of two Bank staff members. I also understand that cash deposited will be credited to the account by the next working day, and that cash will be credited to the account at least half early (save in the event the bank confirms or otherwise verifies the statement to be correct).

The bank shall be liable for and breach it may owe to me. I do hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by me as a result of, or in connection therewith.

I will settle all claims arising in connection with or in respect of any transaction by agreement with the bank and by means of a written agreement with the bank and I will be liable for any overdraft or other facilities arising in connection with any of above account(s) and I will be responsible for any such overdraft and other facilities.

I authorize the Bank to accept for safekeeping, collection or for any purpose, any securities or other property deposited with the Bank or received from me and to release or deliver or give away any of these written my instructions.

I understand that any statements or reports on account balance or transactions are issued in the form of statement(s) or report(s) which are intended only for information purposes and are not intended to be used for any calculation or computation or decision making purpose. I further understand that the bank is not responsible and liable for any loss or damage resulted or incurred as a result of reliance on any such statements or reports.

The bank shall be responsible to send or deliver to me a statement of account(s) at least half early (save in the event the bank confirms or otherwise verifies the statement to be correct). There will be a minimum fee for each statement. The bank shall endeavor to send or deliver, to me, a statement of account(s) in respect of any account(s) which I shall be required to close, at least half early (save in the event the bank confirms or otherwise verifies the statement to be correct) and the bank shall notify the same to me in writing.

I undertake that all deposits envelopes CDM will be opened in the presence of two Bank staff members. I also understand that cash deposited will be credited to the account by the next working day, and that cash will be credited to the account at least half early (save in the event the bank confirms or otherwise verifies the statement to be correct).

In the event that the bank refuses to accept any instruction(s), notwithstanding that, such instruction(s) as above may have been initiated or transmitted in error of fraudulently altered, misstated or distorted in the line of communication; transmission and I understand that the Bank will not be responsible for any loss, misuse, fraudulent use of the Cards or any such overdraft or any other banking facilities.

The bank shall not be liable whatsoever in respect of any loss, misuse, fraudulent use of the Cards or any such overdraft or any other banking facilities.

The Bank having refrained from acting in accordance with my written, telephone, facsimile or tele-banking instruction(s) is not responsible for any loss, misuse, fraudulent use of the Cards or any such overdraft or any other banking facilities.

The Bank will not be responsible for any loss, misuse, fraudulent use of the Cards or any such overdraft or any other banking facilities.

The Bank will not be responsible for any loss, misuse, fraudulent use of the Cards or any such overdraft or any other banking facilities.
Where any co-holder of the joint accounts liable to the Bank for a non-performing debt, the Bank is entitled
to a statutory regulation, restriction imposed by a governmental policy, or the insufficiency of my foreign exchange

settled by the Bank at the time of settlement, the Bank may refrain from executing the relevant transaction. I hereby declare

employees or officers of the Bank to disclose any information concerning me, my bank accounts, my other accounts

or any Group Member, including without the limitation of marketing, taxation administration, telecommunications, 

and the Bank shall be discharged from its liability upon making payment to such person.

3. Nominee

authorities in accordance with the relevant regulations. I shall be

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any

(c) Any regulatory, supervisory, governmental or quasi-governmental, authority with jurisdiction over the

(ii) I may appoint nominees as per section 103 of the Bank Companies Act, who shall be entitled to receive the

on my behalf, provided that such agent must produce a power of attorney issued by me to the satisfaction

(ii) Unless otherwise agreed between the parties, either I or the Bank may terminate the various accounts

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of

by the utility service provider. Bank shall not be a party to any dispute between the utility service provider

of early encashment of deposit accounts and before designated maturity period, the profit rate shall be

(ii) Any information received by me pursuant to the SMS Alert Services is for my (and not any other person's

The occurrence of any of the following constitutes an "Event of Default" under this agreement; the Bank may in 

(ii) I may appoint nominee as per section 103 of the Bank Companies Act, which should reach the Bank at least 

(ii) If I fail to pay the financial information related to my Credit Card/Account immediately after any transaction, to 

(ii) If I fail to provide supplemental collateral pursuant to the provisions of this agreement, or the financial or 

(i) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) The Bank shall have the right (but not the obligation) to record my instruction in writing or by tape 

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of

(iii) Request for statement, bill payment, cheque requisition/activation, stop payment of cheque in

(iii) Unless otherwise agreed between the parties, either I or the Bank may terminate the various accounts

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of

(iii) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) The Bank shall have the right (but not the obligation) to record my instruction in writing or by tape 

(iii) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of

(ii) I may use the Telephone Personal Identification Number ("TPIN") through call center and

(iii) Any other reasonable course of action which is at the discretion of the Bank, except in the case of technical failure on 

(iii) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(i) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any

(ii) The Bank shall have the right (but not the obligation) to record my instruction in writing or by tape 

(iii) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) No request for statement, bill payment, cheque requisition/activation, stop payment of cheque in

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any

(i) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) Any information received by me pursuant to the SMS Alert Services is for my (and not any other person's

(i) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) I may use the Telephone Personal Identification Number ("TPIN") through call center and

(i) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(iii) I may appoint nominee as per section 103 of the Bank Companies Act, who shall be entitled to receive the

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any
20. Waiver
No forbearance, negligence or waiver by the bank in the enforcement any of these terms and conditions shall prejudice the bank’s right thereafter to strictly enforce the same. No waiver by the bank shall be effective unless it is in writing.

21. Amendments
The Bank may amend the relevant terms and conditions of this agreement at any time in its sole discretion. Unless otherwise provided in this agreement or by law, the Bank must publicly announce an amendment to a term or condition of this agreement fifteen (15) days before such change on the Bank’s website and business place, or notify me in writing of the amendments. In case of emergency or where it is not practicable to give such notice, Bank reserves the right to amend the Terms and Conditions with immediate effect without prior notification. In the event that I do not agree to an amendment by the Bank, I may terminate my account transaction relationship with the Bank and this agreement by written notice before such amendment enters into effect, and provisions of this agreement regarding termination will apply. If I fail to notify the Bank of a termination of my account transaction relationship with the Bank and this agreement within the prescribed period, and continue to carry out the deposits, transactions or services under this agreement with the Bank, I shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions to be informed to me by the bank. I further acknowledge that in the event of any changes being communicated to me, the bank is not obliged to obtain my signature for receipt of such communication.

22. Notices
Where there is any change to my contact details (such as my address, telephone numbers, fax numbers and Email address) I should immediately notify the Bank in writing or in some other manner agreed to by the Bank. Until the Bank has received a notification of such change, the Bank will not be bound by such change. Unless otherwise agreed between the parties, all notices from the Bank to me will be sent to the last changed or last notified contact details left by me; such notice is deemed duly delivered to me according to this agreement when a normal period of postage has passed after sending. Unless otherwise agreed between the parties, the Bank may deliver all notices to me by ordinary post to the last changed or last notified contact details left by me; such notice is deemed duly delivered to me according to this agreement when a normal period of postage has passed after sending. Unless otherwise agreed in this agreement, a notice from me to the Bank may be delivered personally to the Bank, made in writing and posted, or delivered in some other manner agreed to by the Bank and shall be deemed to have been delivered only upon written confirmation of receipt by the Bank.

23. Governing Law
These terms and conditions shall be governed by constructed in accordance with the laws of Bangladesh and I do hereby irrevocably submit to the exclusive jurisdiction of the courts of law of Bangladesh, such submission shall, however, not prejudice the rights of the bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere.

Successors Bound
The terms and conditions shall apply and be binding on my/our successor(s), heir(s), legal representative(s), administrator(s), receiver(s) or permitted assigns unless otherwise expressly agreed by the Bank.